

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto & particularly including two-2580 Harvestors; one-2080 Harvester; 2 Goliath unloaders & 1 Hercules unloader
 TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representative and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided;

Third: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any offset whatever;

Fourth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fifth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises; except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Sixth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interests may appear. At the option of the Mortgagor and subject to general regulations of the Mortgagee sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage; or at the option of the Mortgagee sums so received may be returned to the Mortgagor.

Seventh: That if at any time hereafter the said Mortgagee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity of the loan hereby secured, it is hereby covenanted and agreed that said Mortgagee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys reasonable fees for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee shall become a part of the debt hereby secured and shall be payable on demand; with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect until paid;

Eighth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect, until paid.